

3/09/01minutes

Minutes of a Community Development Agency Meeting held by the Town Board of the Town of Riverhead, at Town Hall, 200 Howell Avenue, Riverhead, New York, on Friday, March 9, 2001, at 12:00 P.M.

**Present:**

Robert Kozakiewicz,	Chairman
James Lull,	Member
Philip Cardinale,	Member
Christopher Kent,	Member

**Also Present:**

Andrea Lohneiss,	Director
Barbara Grattan,	Town Clerk
Sean Walter, Esq.	Town Attorney

**Absent:**

Edward Densieski,	Member
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Chairman Kozakiewicz called the meeting to order at 1:56 p.m.

Resolution #5

Andrea Lohneiss: "Resolution #5 amends a prior resolution and ratifies the publication of a notice that had been published on a date-- not published on the appointed date but was published on March the 1<sup>st</sup>."

Member Kent: "There's nobody here to listen but this might be-- need a little explanation. What's going on here is we're modifying the SPDES permit at our sewer plant in Calverton because we're eliminating the sampling and monitoring requirements."

Andrea Lohneiss: "We are reducing them."

Member Kent: "Right."

Andrea Lohneiss: "Yes, it was explained at the last meeting when we passed-- "

Chairman Kozakiewicz: "Resolution #4."

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Andrea Lohneiss: "Right."

Chairman Kozakiewicz: "It was the topic of discussion- "

Member Kent: "I didn't hear that. I wasn't here."

Chairman Kozakiewicz: "That's right. I keep forgetting that you weren't here."

Member Kent: "Thanks a lot."

Chairman Kozakiewicz: "No, I didn't mean it that way."

Member Kent: "So I will move the resolution."

Member Lull: "Second."

Chairman Kozakiewicz: "Moved and seconded."

The Vote: "Cardinale, yes; Kent, yes; Lull, yes; Kozakiewicz, yes. The resolution is adopted."

#### Resolution #6

Andrea Lohneiss: "Calls a public hearing on the designation of Skydive Long Island also know as Altitude Express as a qualified and eligible sponsor for the non-exclusive leasing of the 10,000 foot runway. That hearing is to be held on April the 3<sup>rd</sup> at 7:05."

Member Kent: "I just have a question on this before we vote on the resolution."

Member Lull: "Let me move it first."

Member Kent: "Okay."

Member Lull: "So moved."

Member Kent: "Seconded."

Chairman Kozakiewicz: "Okay, discussion. Moved and seconded. Discussion."

Member Kent: "Was there a point where we made a SEQRA determination on this because I see in one of the Whereas clauses that

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we're finding this to be an unlisted action- that it was found to be an unlisted action."

Andrea Lohneiss: "Yes. The Board passed a resolution at the last meeting on that."

Member Kent: "Oh, okay, all right."

Chairman Kozakiewicz: "Right."

Member Kent: "A lot happened. I mean people told me nothing happened. A lot happened. Okay. So- see it's good at least that I notice it. Right?"

Chairman Kozakiewicz: "That's right. I'm impressed."

Andrea Lohneiss: "Just don't tell him all the other things you did at that meeting."

Chairman Kozakiewicz: "No, there was- it was quiet. All right."

Member Kent: "Catch up."

Chairman Kozakiewicz: "Any further discussion?"

Member Kent: "Are there hot dogs with that ketchup? No further discussion."

Chairman Kozakiewicz: "Okay."

The Vote: "Cardinale, yes; Kent."

Member Kent: "Yes, for the public hearing."

The Vote (Cont'd.): "Lull, yes; Kozakiewicz, yes."

Member Kent: "By the way, that public hearing is going to be April 3<sup>rd</sup> at 7:00."

Chairman Kozakiewicz: "7:05."

Member Kent: "Well, get here at seven because you know how we are here in the town. We'll have it done before you are even here and nobody- will even know."

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Andrea Lohneiss: "Okay."

Resolution #7

Andrea Lohneiss: "Authorizes the Chairman to execute a license agreement with Top 20 Lacrosse Camps. They're actually holding a spring soccer league, a summer lacrosse league and a fall soccer league at various dates that are included as Exhibit C beginning tomorrow perhaps and extending through November 18<sup>th</sup>."

Member Lull: "I will move this for soccer, looks interesting for tomorrow. March 10<sup>th</sup> through November 18<sup>th</sup> sounds like a long time. It's actually a total of about 500 hours worth of use of the facility. So moved."

Member Kent: "And I'll second that and- "

Chairman Kozakiewicz: "Moved and seconded."

Member Kent: "Just for the information of some people who might be interested. They have been- they have created the fields- I mean the fields were there but they stripe them, they grade them, they mow the grass, they maintain them while they're using them and ultimately I hope that the town will make these permanent soccer fields because we need them. And so at these guys expense, we are having fields created that will be used, hopefully, in the future by soccer programs within the town. And they're paying us for the use of them."

Chairman Kozakiewicz: "Moved and seconded."

The Vote: "Cardinale, yes; Kent, yes; Lull, yes; Kozakiewicz."

Chairman Kozakiewicz: "Before I vote, I would like to join in Chris' comments that this is a situation where they actually go out and stripe the fields and it's providing youth with an opportunity not only with lacrosse but with soccer. We often hear too many times that there's nothing for our youth within the town to do and this provides them with an opportunity through these camps. So I vote yes."

Andrea Lohneiss: "The resolution is adopted. And I believe there have been over 500 youth involved in these programs. Thank you."

Chairman Kozakiewicz: "No further business?"

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Andrea Lohneiss: "No."

Chairman Kozakiewicz: "Okay. We close the CDA portion, the official time, or time for the record being 2:01."

Meeting adjourned: 2:01 p.m.

*Barbara Grattan*  
Crown Clerk

# Adopted

## Town of Riverhead Community Development Agency

### Resolution # 5

Amends CDA Resolution #4 Authorizing Publication of Notice and Ratifies Publication of Same

Councilman **COUNCILMAN KENT** offered the following resolution,

which was seconded by Councilman **COUNCILMAN LULL**:

**WHEREAS**, the New York State Department of Environmental Conservation (DEC) finds that present flows at the Calverton Sewage Plant are minimal and that the production of several organic compounds is significantly reduced due to the level and type of industrial activity at Calverton and therefore has requested publication of the attached notice for modification of an existing State Pollutant Discharge System (SPDES) permit.

**WHEREAS**, Resolution #4 was approved authorizing publishing and posting of the attached public notice in the Thursday, February 22, 2001 issue of the News Review and to post same on the signboard in Town Hall; and

**WHEREAS**, said publication did not appear in the Thursday, February 22, 2001 issue of the News Review; and

**WHEREAS**, the same notice was also posted on the signboard in Town Hall as of March 1, 2001.

**THEREFORE, BE IT RESOLVED**, that the Riverhead Town Board hereby amends CDA Resolution #4 and ratifies the publication of the attached notice in the Thursday, March 1 issue of the New Review.

**THEREFORE, BE IT FURTHER RESOLVED**, that the Town Clerk shall provide a certified copy of this resolution to Community Development Agency Director Andrea Lohneiss, Richard Ehlers, Esq., Frank Russo, H2M and Frank Palmieri.

#### The Vote:

Member Densieski	_____
Member Cardinale	_____
Member Kent	_____
Member Lull	_____
Chairman Kozakiewicz	_____

*Absent* **THE VOTE**  
Densieski ☒ Yes ☐ No Cardinale ☒ Yes ☐ No  
Kent ☒ Yes ☐ No Lull ☒ Yes ☐ No  
Kozakiewicz ☒ Yes ☐ No  
**THE RESOLUTION WAS ☒ WAS NOT ☐**  
**THEREUPON DULY ADOPTED**

**Adopted**

At a regular meeting of the Members of the Town of Riverhead Community Development Agency, Town of Riverhead, Suffolk County, New York, held at the Town of Riverhead Town Hall, 200 Howell Avenue, in Riverhead, New York, in said Town, on March 9, 2001, at 12:00 o'clock P.M., Prevaling Time.

The meeting was called to order by Supervisor Kozakiewicz, and upon roll being called, the following were

PRESENT:      Supervisor Robert Kozakiewicz  
                 Councilman Philip Cardinale  
                 Councilman Christopher Kent  
                 Councilman James Lull

ABSENT:      Councilman Edward Densieski

The following resolution was offered by Member COUNCILMAN LULL, who moved its adoption, seconded by Member COUNCILMAN KENT, to-wit:

RESOLUTION DATED March 9, 2001.

A RESOLUTION CALLING A PUBLIC HEARING ON THE AGENCY'S DESIGNATION OF ALTITUDE EXPRESS, D/B/A SKYDIVE LONG ISLAND, INC., AS A QUALIFIED AND ELIGIBLE SPONSOR FOR THE NON-EXCLUSIVE LEASING OF THE SO-CALLED EASTERN RUNWAY AND THE AIRCRAFT TIE DOWN AREA ADJACENT THERETO AT THE FORMER NAVAL WEAPONS INDUSTRIAL RESERVE PLANT, CALVERTON AND FOR THE NON-EXCLUSIVE LEASING BY THE AGENCY OF SUCH PROPERTY TO SKYDIVE LONG ISLAND, INC., FOR USE BY SKYDIVE LONG ISLAND, INC., IN PROVIDING SKYDIVING SERVICES TO THE PUBLIC

WHEREAS, the Town of Riverhead Community Development Agency (the "Agency") is the owner of an approximately 2,900 acre parcel of land, together with the buildings, runways and aircraft tie down areas located thereon, in Riverhead, which land is known as the former Naval Weapons Industrial Reserve Plant, Calverton (the "Calverton Site") a portion of which Calverton Site is located within an economic development zone duly designated as such pursuant to the New York State Economic Development Zones Act, being Article 18-B of the General Municipal Law; and

WHEREAS, there has been submitted to the Agency a proposal for, and the Agency is considering, (i) designating Altitude Express, d/b/a Skydive Long Island, Inc. ("Skydive Long Island") the "qualified and eligible sponsor" (the "Sponsor"), pursuant to Section 507(2)(c) and (d) of the General Municipal Law and in accordance with the established rules and procedures provided by the Agency, for the non-exclusive leasing of the so-called eastern runway and the aircraft tie down area adjacent thereto of the Calverton Site, (the "Property"), and (ii) leasing the Property, on a non-exclusive basis, pursuant to Sections 507(2)(d), 556(2) and 968(b) of the General Municipal Law, to Skydive Long Island for a period of approximately five and one-half



years for an initial monthly rental of \$2,000 per month for use by Skydive Long Island in providing skydiving services to the public; and

WHEREAS, Sections 556(2), 507(2)(c) and (d) and 968(b) of the General Municipal Law require that a public hearing, following at least ten days public notice, be held by the Agency on the question of designating Skydive Long Island the Sponsor for such leasing of the Property and the leasing of the Property by the Agency to Skydive Long Island; and

WHEREAS, the Town of Riverhead (the "Town"), pursuant to Article 8 of the Environmental Conservation Law and the regulations promulgated thereunder by the State Department of Environmental Conservation ("SEQRA") has by Resolution Number 614 of 1998 accepted a final generic Environmental Impact Statement upon the redevelopment of the Calverton Site and has further adopted a Findings Statement contemplating the use of the Property for such aircraft use; and

WHEREAS, the Agency, pursuant to SEQRA, has declared itself "lead agency" for such leasing the Property to and such proposed use of the Property by Skydive Long Island, has determined that such leasing of the Property and such proposed use is in conformance with such Findings Statement resulting from such Generic Environmental Impact Statement, and that such leasing of the Property and such proposed use is an "Unlisted Action" under SEQRA without a significant impact upon either the natural or social environment; and

WHEREAS, the Agency now desires to call a public hearing on the designation of Skydive Long Island as the Sponsor for such leasing of the Property and for such leasing of the Property by the Agency to Skydive Long Island; and

WHEREAS, a majority of the Town Board of the Town, acting as Members of the Agency, will attend such public hearing; NOW, THEREFORE, BE IT

RESOLVED, by the Members of the Agency, as follows:

Section 1. A public hearing will be held at the Town Hall, 200 Howell Avenue, in Riverhead, New York, in said Town on April 3, 2001 at 7:00 o'clock P.M., Prevailing Time, on the question of designating Skydive Long Island the Sponsor for the non-exclusive leasing of the Property and for the non-exclusive leasing of the Property by the Agency to Skydive Long Island for use by Skydive Long in providing skydiving services to the public, and to hear all persons interested in the subject thereof, concerning the same, and to take such action thereon as is required or authorized by law.

Section 2. The Secretary of the Agency is hereby authorized and directed to cause a copy of the Notice of Public Hearing hereinafter provided to be published once in the *News Review*, the newspaper hereby designated as the official newspaper for this purpose and one having general circulation in, and available to residents of, the Town, such publication to be made not less than ten days before the date designated for the hearing. The Secretary is hereby further authorized and directed to cause a copy of such Notice of Public Hearing to be posted in such places as she deems appropriate under the circumstances, such posting to be done not less than ten days before the date designated for the hearing.

Section 3. The notice of public hearing shall be in substantially the form attached:

NOTICE OF PUBLIC HEARING

TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY,

TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK

NOTICE IS HEREBY GIVEN that the Members of the Town of Riverhead Community Development Agency, Town of Riverhead, Suffolk County, New York (the "Agency"), will meet at the Town of Riverhead Town Hall, 200 Howell Avenue, in Riverhead, New York, in said Town, on April 3, 2001, at 7:05 o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing on whether Altitude Express, d/b/a Skydive Long Island ("Skydive Long Island"), should be designated the "qualified and eligible sponsor" for the non-exclusive leasing of the so-called eastern runway and the aircraft tie down area adjacent thereto at the Agency-owned Calverton Site, being the former Naval Weapons Industrial Reserve Plant, Calverton (the "Calverton Site"), (the "Property"), and whether the Property should be leased, on a non-exclusive basis, to Skydive Long Island for a period of approximately five and one-half years for an initial monthly rental of \$2,000 per month for use by the Skydive Long Island in providing skydiving services to the public.

The Town of Riverhead (the "Town"), pursuant to Article 8 of the Environmental Conservation Law and the regulations promulgated thereunder by the State Department of Environmental Conservation ("SEQRA") has by Resolution Number 614 of 1998 accepted a final generic Environmental Impact Statement upon the redevelopment of the Calverton Site and has further adopted a Findings Statement contemplating the use of the Property for such aircraft use.

The Agency, pursuant to SEQRA, has declared itself "lead agency" for such leasing of the Property to and proposed use of the Property by Skydive Long Island, determined that such leasing of the Property and such proposed use is in conformance with such Findings Statement resulting

from such Generic Environmental Impact Statement, and that such leasing of the Property and such proposed use is an "Unlisted Action" under SEQRA without a significant impact upon either the natural or social environment.

At said public hearing the Members of the Agency will hear all persons interested in the subject matter thereof.

Dated: Riverhead, New York  
March 9, 2001

BY ORDER OF THE MEMBERS OF THE TOWN OF RIVERHEAD  
COMMUNITY DEVELOPMENT AGENCY, TOWN OF RIVERHEAD,  
SUFFOLK COUNTY, NEW YORK

By \_\_\_\_\_  
Andrea H. Lohneiss  
Secretary

Section 4. This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call  
which resulted as follows:

\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_

The resolution was thereupon declared duly adopted.

\* \* \* \*

*absent* THE VOTE  
Densieski ☒ Yes ☐ No Cardinals ☒ Yes ☐ No  
Kent ☒ Yes ☐ No Lull ☒ Yes ☐ No  
Kozakiewicz ☒ Yes ☐ No  
THE RESOLUTION WAS ☒ WAS NOT \_\_\_\_\_  
THEREUPON DULY ADOPTED

STATE OF NEW YORK     )  
                                      ) ss.:  
COUNTY OF SUFFOLK    )

I, the undersigned Secretary of the Town of Riverhead Community Development Agency,  
Town of Riverhead, Suffolk County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Members of  
said Agency, including the resolution contained therein, held on March 9, 2001, with  
the original thereof on file in my office, and that the same is a true and correct transcript therefrom  
and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all Members of said Agency had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open  
Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public  
notice of the time and place of said meeting to be given to the following newspapers and/or other  
news media as follows:

Newspaper and/or other news media

Date given

**Times Review**

**March 9, 2001**

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**Adopted**

Town of Riverhead Community Development Agency

Resolution # 7

Authorizes Chairman to Execute License Agreement with Top 20 Lacrosse Camps

Member COUNCILMAN LULL offered the following resolution,

which was seconded by Member COUNCILMAN KENT:

**WHEREAS**, Top 20 Lacrosse Camps has requested use of a portion of the Calverton Enterprise Park, as indicated on Exhibit C, from March 10, 2001 through November 18, 2001 to conduct low-cost soccer and lacrosse camps for youths; and

**WHEREAS**, the Town of Riverhead will receive rental income in the amount of \$7,300 for use of the facility per Attachment C of the License Agreement.

**THEREFORE, BE IT RESOLVED**, that the CDA hereby authorizes the Chairman to execute a license agreement in the form attached hereto with Top 20 Lacrosse Camps, subject to the provision of an insurance certificate demonstrating coverages acceptable to the Town Attorney prior to initiation of the camp.

**AND BE IT FURTHER RESOLVED**, that the Town Clerk shall provide a certified copy of this resolution to Community Development Agency Director Andrea Lohneiss, Town Attorney Dawn Thomas and Frank Palmieri, Grubb & Ellis.

*absent* **THE VOTE**  
Densieski ~~Yes~~ No Cardinala ✓ Yes No  
Kent ✓ Yes No Lull ✓ Yes No  
Kozakiewicz ✓ Yes No  
**THE RESOLUTION WAS ✓ WAS NOT**  
**THEREUPON DULY ADOPTED**



## LICENSE

LICENSE ("License"), made as of the \_\_\_\_ day of March 2001, by and between **THE TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY**, having an address at 200 Howell Avenue, Riverhead, New York 11901, Attention: Andrea Lohneiss ("Licensor"), and **Top 20 Lacrosse Camps**, a corporation having an address at PO Box 575, Wading River, NY 11792, Attention: Thomas Rotanz, Director ("Licensee").

### W I T N E S S E T H:

**WHEREAS**, Licensor desires to license to Licensee, and Licensee desires to license from Licensor, the right to use a portion of the former picnic grounds at the Calverton Site on certain days as indicated on Exhibit C between March 10, 2001 and July 1, 2001 for soccer, between July 10, 2001 and August 17, 2001 for lacrosse and between September 8, 2001 and November 18, 2001 for soccer. Licensee proposes to license premises indicated on Exhibit A located just east of the former picnic grounds (the "License Premises") at the property formerly known as the Naval Weapons Industrial Reserve Plant, Department of Defense Number 466, Calverton, New York (the "Calverton Site"), upon all of the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the mutual agreements herein contained, Licensor and Licensee, for themselves, their successors and assigns, hereby agree as follows:

1. **LICENSING**. Upon the terms and conditions hereinafter set forth, Licensor hereby licenses to Licensee, and Licensee hereby Licenses from Licensor, the right to use the License Premises.

2. **TERM OF LICENSE**. The term of this License (the "Term") shall commence on March 10, 2001 (the "License Commencement Date") and shall end on November 18, 2001 (the "Expiration Date") or on such earlier date upon which this License shall expire or be canceled or terminated pursuant to any of the conditions or covenants of this License or pursuant to law. Notwithstanding anything to the contrary contained in this License, Licensor shall have the right, exercisable in its sole discretion, to terminate this License effective immediately upon written notice from Licensor to Licensee, if (i) Licensee shall default under or be in breach, of any of its obligations, representations or warranties hereunder and (ii) such default continues for (x) five days after written notice from Licensor with respect to monetary defaults or (y) thirty days after written notice from Licensor with respect to nonmonetary defaults. If Licensor shall so terminate this License, from and after the termination date neither party hereto shall have any rights or obligations hereunder other than those that, pursuant to the express terms hereof, survive termination of this License; provided that Licensee shall remain liable to Licensor for any default or breach by Licensee that occurred prior to such termination. Furthermore, this License is not, and shall not be construed to be, a lease or a sublease and nothing contained in this License shall be construed as granting to Licensee any interest or right as tenant or subtenant or any other interest or right other than the interest of a Licensee in accordance with the terms and provisions hereof.

3. **CONDITION OF LICENSE PREMISES.** Licensee agrees to accept the License Premises "as is," and Licensors shall have no obligation to perform any work or repairs on behalf of Licensee. Licensee acknowledges that no representations with respect to the condition of the License Premises, or with respect to any improvements or fixtures thereon or attached thereto, have been made to it. Licensee shall provide at its own expense portable bathrooms at or near the License Premises for use during the Term. Further Licensee shall be responsible for leveling and/or mowing and/or spraying of the grounds. Both during and upon completion of the lacrosse / soccer camps Licensee shall be responsible for daily removal of trash generated during said use.

4. **LICENSE FEE.** Simultaneously with the execution hereof, Licensee shall pay to Licensors a fee in the amount of \$3,900.00 for use of the premises on 44 days between March 10 and July 1, as described on Exhibit C. No later than July 1, 2001, Licensee shall pay to Licensors a fee in the amount of \$1,200 for use of the premises on 24 days between July 10, 2001 and August 17, 2001 and no later than September 1, 2001 Licensee shall pay to Licensors a fee in the amount of \$2,200 for use of the premises on 22 days between September 8, 2001 and November 18, 2001.

Licensee covenants and agrees that (i) in no event shall Licensee permit any motor vehicle to (1) enter the Calverton Site other than through the Access Point (Exhibit A) or (2) park anywhere other than the Parking Area and (ii) a representative of Licensee shall be present at the Access Point at all times during the Event. A representative of the Licensee shall obtain key from guard house prior to each use and return key to guard house following each use on a daily basis.

5. **PAYMENT.** The Fee and all other charges, costs and expenses payable by Licensee under this License shall be paid by certified check made payable to the order of The Town of Riverhead Community Development Agency and delivered to Andrea Lohneiss at the address provided for Licensors in the preamble to this License, without notice or demand therefor (except to the extent otherwise expressly provided herein) and without any deduction, credit, set-off, counterclaim or abatement whatsoever. In every case in which Licensee is required to pay to Licensors a sum of money and said sum (or any portion thereof) is not paid when due, interest at an annual rate of 12% shall be payable on such sum (or so much thereof as shall be unpaid) from the date said sum becomes due until the date the unpaid amount is paid.

6. **USE; COVENANTS.** (a) Licensee shall use the License Premises only for the purpose of conducting youth lacrosse and soccer camps from March 10, 2001 through November 18, 2001, to prepare the License Premises for the same and to clean and restore the License Premises, in each case, in accordance with, and subject to, the terms and provisions of this License.

(b) Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the License Premises.

(c) No additions to, or alterations of, the License Premises shall be made without the prior consent of Licensors. Upon revocation or surrender of this License, to the extent directed by Licensors, Licensee shall remove all alterations, additions, betterments and improvements made,

or installed, and restore the License Premises to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

(d) Licensee shall be liable for any loss of, or damage to, the Calverton Site incurred in connection with the Event and shall make such restoration or repair, or monetary compensation as may be directed by Licensor. Licensee shall maintain, at a minimum, the types and amounts of insurance evidenced by the certificates attached hereto as Exhibit B. Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks. Each policy of insurance required hereunder shall name Licensor and Grubb & Ellis Management Services, Inc. as additional insureds. In the event that any item or part of the Calverton Site shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this Section 6, Licensee shall promptly give notice thereof to Licensor and shall, upon demand, either compensate Licensor for such loss or damage, or rebuild, replace or repair the item or items of the Calverton Site so lost or damaged, as Licensor may elect. In the event Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to Licensee, Licensee shall promptly refund to Licensor the amount of such proceeds.

(e) Without limiting the generality of any other provision of this Agreement, Licensee hereby covenants and agrees that (i) at all times during the Term, adequate private supervision shall be present at the Calverton Site to protect persons and property at the Calverton Site, (ii) only the gate at the north end of the Calverton Site (the "Access Point") shall be used for access, (iii) Licensee shall prohibit any person from smoking, or carrying, using or drinking any alcoholic beverage or illegal substance, at the Calverton Site, (iv) Licensee shall provide supervision at the access point and will keep participants in the designated area and (v) Licensee shall provide ample vehicles, personnel, equipment and containers to clean the License Premises and insure that the same is restored to as good condition, subject to reasonable wear and tear, on the Expiration Date as it was in on the License Commencement Date.

(f) In connection with the performance of work under this License, Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by Licensor setting forth the provisions of the nondiscrimination clause. Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

7. **ASSIGNMENT AND LICENSING.** Notwithstanding anything to the contrary contained in this License, Licensee shall not assign this License, License the License Premises in whole or in part or permit Licensee's interest in this License to be vested in any party other than Licensee by operation of law or otherwise. A transfer of more than fifty (50%) percent at any

one time or, in the aggregate from time to time, of the stock, partnership or other ownership interests in Licensee, direct or indirectly, shall be deemed to be an assignment of this License.

8. **LICENSOR'S REMEDIES.** (a) If Licensee fails to perform any of its obligations hereunder in accordance with the terms hereof, then, after reasonable notice to Licensee not to exceed thirty (30) days, and an opportunity for Licensee to cure such failure, (except in case of emergency) Licensor may (but shall not be obligated to) cure such failure at the expense of Licensee, and the amount incurred by Licensor in connection with such cure shall be payable by Licensee to Licensor on demand.

(b) Except as provided in Paragraph 2 and in the immediately following sentence, in the event of a breach by Licensee hereunder, Licensor shall be limited to an action at law for damages. Notwithstanding the foregoing, in the event that Licensee holds over after the expiration of the Term, (i) Licensee shall be obligated to pay Licensor an amount equal to \$250 per diem for each day of the holdover term and (ii) Licensor shall have all of the rights and remedies available to it at law or in equity, including, without limitation, the right to exercise self help and to dispossess Licensee of the License Premises, change the locks on the License Premises, deny Licensee access to the License Premises and take possession of or dispose of any property at the License Premises, all at the cost and expense of Licensee. Except as provided in Paragraph 2, in no event shall Licensor have the right to enjoin the development, production, distribution or exploitation of the event hereunder.

9. **INDEMNITY.** (a) Licensee shall indemnify and hold Licensor harmless from and against any and all claims, actions, liabilities, losses, damages (including, without limitation, consequential and special damages), costs and expenses (including, without limitation, court costs and reasonable attorneys' fees and expenses) arising from or in connection with (i) the use or occupancy by Licensee of the License Premises during the term hereof, or (ii) any work or thing done or any condition created by or any other act or omission of Licensee or its employees, agents, contractors, visitors or licensees, in the License Premises or any other part of the Calverton Site in connection with Licensee's use of the License Premises, or (iii) Licensee's failure to perform any of the obligations imposed on it hereunder.

(b) The foregoing indemnity does not include any claims, actions, liabilities, losses, damages, costs and expenses resulting from Licensor's gross negligence or willful misconduct.

(c) This indemnification on the part of the Licensee shall include the Town of Riverhead, the Town of Riverhead Community Development Agency, Grubb & Ellis and all and any of its agents.

10. **BROKERS.** Licensee represents that it has not dealt with any broker or finder with respect to this License. Licensee agrees to indemnify and hold Licensor harmless from and against any and all loss, liability, damage, cost and expense (including, but not limited to, court costs and reasonable attorneys' fees and expenses) which Licensor may incur or sustain in connection with any claim or action by any broker or finder that may be asserted against Licensor as a result of any conversations, correspondence or other dealings between Licensee and such broker or finder.

11. **NOTICES.** Any notices to be given under this License shall be in writing and shall be sent by registered or certified mail, return receipt requested. If such notice is directed to Licensee, it shall be addressed to Licensee at PO Box 575, Wading River, NY 11792, Attention: Thomas Rotanz, and if such notice is directed to Licensors, it shall be addressed to Licensors at 200 Howell Avenue, Riverhead, New York 11901, Attention: Andrea Lohneiss. Either party may, by notice in writing, direct that future notices be sent to a different address and to the attention of such other people as either Licensors or Licensee shall designate.

12. **HAZARDOUS SUBSTANCES.** (a) Generally. Licensee shall not generate, store, manufacture, refine, transport, treat, dispose of, or otherwise permit to be present on or about the License Premises, any Hazardous Substances (other than Hazardous Substances (x) customarily used in events such as the Event and (y) used, stored, transported, and disposed of in strict compliance with applicable law). As used herein, the term "Hazardous Substances" shall mean any flammables, explosives, radioactive materials, hazardous wastes, hazardous and toxic substances or related materials, asbestos or any materials containing asbestos, or any other hazardous or toxic substance or material as defined by any Federal, State or local environmental law, rule or regulation, including, without limitation, the Resource Conservation and Recovery Act of 1976, as amended from time to time, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, the Toxic Substances Control Act, as amended from time to time, the Hazardous Materials Transportation Act, as amended from time to time, and the regulations adopted and the publications promulgated pursuant to each of the foregoing.

(b) Indemnification. Licensee shall indemnify and hold harmless Licensors from and against any and all liabilities, damages, claims, losses, penalties, judgments, causes of action, costs and expenses (including, without limitation, court costs and the reasonable fees and expenses of counsel) which may be incurred by Licensors directly arising out of any breach by Licensee of the obligations imposed upon it under this Section 12. The foregoing indemnity shall survive the expiration or sooner termination of this License.

13. **MISCELLANEOUS.** (a) Merger. All prior understandings and agreements between the parties with respect to the subject matter hereof are merged within this License, which alone fully and completely sets forth the understanding of the parties with respect to the subject matter hereof. This License may not be changed or terminated orally or in any manner other than by a writing signed by the party against whom enforcement of the change or termination is sought.

(b) Successors and Assigns. This License shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The term "Licensors," as used in this License, shall mean only the owner from time to time of the License Premises, so that in the event of any transfer or assignment of the License Premises, the transferor or assignor shall be and hereby is entirely freed and relieved of all covenants, obligations and liability of Licensors under this License, and it shall be deemed, without further agreement, that the transferee or assignee has assumed and agreed to perform and observe all obligations of Licensors under this License during the period that such transferee or assignee is the owner of the interest of License Premises.

(c) Licensee represents that this License has been duly authorized, executed and delivered by Licensee and is enforceable against Licensee in accordance with its terms.

(d) Licensee shall own all rights of every kind associated with the soccer camps conducted hereunder and any and all photography and/or recordings made hereunder, including the right to utilize the same in connection with the soccer camps and in connection with any other productions, in any manner whatsoever, whether now known or hereafter devised in perpetuity and throughout the universe.

(e) Neither Licensor nor any tenant, nor other party now or hereafter having an interest in the Calverton Site, shall have any right of action based upon invasion of privacy, publicity, defamation, or other civil rights, in connection with the exercise of the permission and/or rights herein granted. Notwithstanding the foregoing, Licensee shall not use the name "Calverton" or "Riverhead", or any signage containing such names, and shall not use the names, pictures, or likenesses of any officials or employees of the Town of Riverhead in connection with or conducting of the lacrosse or soccer camps hereunder without the prior consent of Licensor, which consent shall not be unreasonably withheld or delayed.

**IN WITNESS WHEREOF**, Licensor and Licensee do hereby execute this License as of the date and year first above written.

**LICENSOR:**

**THE TOWN OF RIVERHEAD COMMUNITY  
DEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Name:  
Title:

**LICENSEE:**

**Top 20 Lacrosse Camps**

By: \_\_\_\_\_  
Name:  
Title:

Exhibit A. ROUTE 1  
STATE (aka Middle Country Rd)  
(reputedly 80' wide)

Proposed Park  
Frontage = 1540 +/-

Lancrosse /  
Soccer

Proposed Town of  
Riverhead Park area  
61 +/- Acres

Central Pines Barrons  
Core Preservation Area Boundary as  
annotated from NYSDDEC sketch

maintain 25' buffer  
around ponds 515 +/-

Proposed  
Island  
Water  
Park

Proposed Pond  
2100' x 250'  
10' deep

slope: 1 on 10

slope: 1 on 10

WOODS

## EXHIBIT B

Insurance Certificates:

Liability – minimum \$1 million per occurrence

Fire Damage legal - \$100,000 minimum

Auto liability – minimum \$1 million per occurrence

Building contents – as desired

Worker's compensation – as required by law

**Note: The conditions of Paragraph 7 (d) regarding additional insureds, 30 day notification etc.. must be complied with and reflected in the Certificate of Insurance provided by the Licensee prior to execution of the License.**



## Exhibit C

### Spring Soccer

3/10, 3/11, 3/17, 3/18, 3/24, 3/25, 3/31,  
4/1, 4/7, 4/8, 4/14, 4/15, 4/21, 4/22, 4/27, 4/28, 4/29,  
5/4, 5/5, 5/6, 5/11, 5/12, 5/13, 5/18, 5/19, 5/20, 5/25, 5/26, 5/27,  
6/1, 6/2, 6/3, 6/8, 6/9, 6/10, 6/15, 6/16, 6/17, 6/22, 6/23, 6/24, 6/29, 6/30, 7/1

\* 34 (7) hour days x 100 = \$3,400

\* 10 (2) hour days x 50 = \$ 500

**due at signing** \$3,900

### Summer Lacrosse

7/10, 7/11, 7/12, 7/13, 7/16, 7/17, 7/18, 7/19,  
7/23, 7/24, 7/25, 7/26, 7/30, 7/31, 8/1, 8/2,  
8/6, 8/7, 8/8, 8/9, 8/13, 8/14, 8/15, 8/16

\* 24 (3) hour days x 50 = \$1,200 due by 7/1

### Fall Soccer

9/8, 9/9, 9/15, 9/16, 9/22, 9/23, 9/29, 9/30,  
10/6, 10/7, 10/13, 10/14, 10/20, 10/21, 10/27, 10/28,  
11/3, 11/4, 11/10, 11/11, 11/17, 11/18

\* 22 (7) hour days x 100 = \$2,200 due by 9/1

**TOTAL REVENUES—**

**\$7,300**